

PATENT

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re application of

KARAKASOGLU, et al.

Serial No. 09/169,776

Filed: October 8, 1998

For: APPARATUS AND METHOD FOR
BREATH MONITORING

Examiner: ASTORINO, M

Art Unit: 3736

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Group 3700

TERMINAL DISCLAIMER

Assistant Commissioner for Patents
Washington, D.C. 20231

Sir:

The undersigned is an authorized representative of Sleep Solutions, Inc., a corporation duly organized under the laws of the State of California and having a place of business at 1340 S. DeAnza Boulevard #208, San Jose, California 95129. Sleep Solutions, Inc., is the assignee is owner of 100% interest of U.S. Patent No. 5,797,852 issued August 25, 1998, entitled SLEEP APNEA SCREENING AND/OR DETECTING APPARATUS AND METHOD, as set forth in the Assignment recorded in the U.S. Patent Office on June 7, 1995 at Reel 7529, Frames 0842-0847 and the Change of Name recorded in the U.S. Patent Office on March 5, 1999 at Reel 9817, Frames 02-96-0299. The evidentiary documents have been reviewed and to the best of Petitioner's knowledge and belief, title is in the Petitioner.

Petitioner hereby disclaims except as provided below the terminal part of the statutory term of any patent granted on the application serial no. 09/169,776 of which assignee is owner of 100% interest, which would extend beyond the expiration date of the full statutory term defined in 35 U.S.C. 154 to 156 and 173, as presently shortened by any terminal disclaimer, of U.S. Patent No. 5,797,852 issued August 25, 1998. Petitioner hereby agrees that any patent so granted on the present application shall be enforceable only for and during such period that it and the above listed Patent are commonly owned. This agreement runs with any patent granted on the above application and is binding on the grantee, its successor or assigns.

In making the above disclaimer, Petitioner does not disclaim the terminal part of any patent granted on the instant application that would extend to the expiration date of the full statutory term as defined in 35 U.S.C. 154 to 156 and 173, as presently shortened by any terminal disclaimer, of the above-listed patent in the event that it later expires for failure to pay a maintenance fee, is held unenforceable, is found invalid by a court of competent jurisdiction, is statutorily disclaimed in whole or terminally disclaimed under 37 C.F.R. 1.321, has all claims canceled by a reexamination certificate, is reissued, or is otherwise terminated prior to the expiration of its full statutory term as presently shortened by any terminal disclaimer.

For submissions on behalf of an organization (e.g., corporation, partnership, university, government agency, etc.), the undersigned, whose title is supplied below, is empowered to act on behalf of the corporation.

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Title 18, United States Code, §1001 and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

The terminal disclaimer fee of \$55.00 under 37 CFR 1.20(d) was timely filed with our previous Terminal Disclaimer on November 12, 1999. The Commissioner is hereby authorized to charge any additional fees which may be required, including any extension fees, or credit any overpayment directly to our Deposit Account No. 06-1300 (Order No. A-65600/HCH).

Dated: 2/8, 2000

Respectfully submitted,

FLEHR HOHBACH TEST
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